

Rajiv Gandhi Institute of Petroleum Technology
[Institute of National Importance established under the Act of Parliament]
C/o Feroze Gandhi Polytechnic
Ratapur Chowk
Rae bareli – 229316 (Uttar Pradesh)
Website: www.rgipt.ac.in

TENDER DOCUMENT

FOR

PURCHASE OF 01 No.15 KVA ONLINE THREE
PHASE UPS FOR IT SERVER ROOM

i) Last date of receipt of tender	09.06.2014 (Monday)	03.30 pm
ii) Opening of Techno-Commercial Bids	09.06.2014 (Monday)	04.30 pm
iii) Opening of Financial Bid	At later date	

Tender No. RGIPT/RBL/ITEquipment-UPS/2014-15/01

The information provided by the bidders in response to this Tender Document will become the property of RGIPT and will not be returned. RGIPT reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them.

OPEN TENDER ENQUIRY FOR THE SUPPLY & INSTALLATION OF 15 KVA ONLINE THREE PHASE UPS FOR IT SERVER ROOM AT RAIIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY, RAE BARELI (IN TWO PART BID SYSTEM)

Sealed Tenders from reputed Original IT Equipment Manufacturers/ Authorized Dealers for **PROCUREMENT OF 01 NO. 15 KVA ONLINE THREE PHASE UPS** are invited by the Rajiv Gandhi Institute of Petroleum Technology, Rae Bareli.

Opening of Tender	09.06.2014 (Monday) at 04.30 pm
Place of Opening of Tender	Conference Room, Ist Floor Rajiv Gandhi Institute of Petroleum Technology
Tender No.	RG IPT/RBL/IT Equipment-UPS/2014-15/01
Tender Date	15.05.2014
Item Description	01 No. 15 KVA Online Three Phase UPS for IT Server Room
Last date of submission of tender	09.06.2014 (Monday) upto 03.30 pm
Place of Submission	PA to Director, Director's Office, Room No.103 Rajiv Gandhi Institute of Petroleum Technology Ratapur Chowk, Rae Bareli - 229316, Uttar Pradesh
Tender Type	Two Bid System: Tender should be submitted on the schedule to tender and returned with your covering letter in the enclosed form duly signed. Your quotation must be submitted in two envelopes (i) Techno-Commercial Bid and (ii) Financial Bid subscribing on both the envelopes the tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly subscribed with our Tender No. & Due Date. <u>The Financial bid will be opened only of those firms, who will be found technically qualified after evaluation of their technical bids.</u>
Technical Clarification	Name: Dr. Satish K Sinha Incharge, IT Department Email: ssinha@rgipt.ac.in Contact: 09453045135, 0535-2704226
Any other Clarification	Stores & Purchase Officer Email: sarora@rgipt.ac.in Contact: 0535-2704202
Other Conditions (apart from General Terms & Conditions)	EMD of Rs.24455.00 (Rupees Twenty Four thousand four hundred fifty five only) must be enclosed in a separate sealed envelope. <i>Tenders not accompanied with prescribed earnest money deposit (EMD) are liable to be rejected.</i>
Date:	
	Stores & Purchase Officer Indenter

RAJIV GANDHI INSTITUTE OF TECHNOLOGY, RAE BARELI

NOTICE INVITING TENDER

Tender Enquiry No.: RGIPT/RBL/IT Equipment-UPS/2014-15/01

Dated: 15.05.2014

Rajiv Gandhi Institute of Petroleum Technology, Rae Bareli being set up by the Ministry of Petroleum and Natural Gas (MOP&NG), Government of India, as an apex level Educational Institute of National Importance in line with IIT's under an Act of Parliament. The Institute is empowered to award degrees in its own right. RGIPT is co-promoted as an energy domain by six leading Oil Public Sector Units (ONGC, IOCL, OIL, GAIL, BPCL and HPCL) in association with the Oil Industry Development Board (OIDB). The Institute is associating with leading International Universities/Institutions specializing in the domain of Petroleum Technology. Institute would like to procure the **01 No. 15 KVA Online Three Phase UPS for IT Server Room** for which sealed Offers/Tenders are invited from the reputed & bonafide Manufacturers and Authorized Dealers/Distributors.

1. Brief Details of item(s)/ material

01 No. 15 KVA Online Three Phase UPS for IT Server Room

The Detailed Technical Specifications of the IT Equipment to be procured under this tender are given separately in the tender document.

2. The Bidders are requested to give detailed tender in two Parts i.e.

Part - I: Techno-Commercial Bid.

Part - II: Financial Bid.

Detailed procedure for submission of bids/offers is given in [Tender Document](#).

Submission of Bids:

Bids shall be submitted to:

The Director
Rajiv Gandhi Institute of Petroleum Technology,
Ratapur Chowk
Rae bareli – 229316
Uttar Pradesh, India

Time and Date of Submission: On or before 03.30 PM on 09.06.2014 (Monday).

- **Time and Date of opening Part-I (Techno-Commercial Bid): At 04.30 PM on 09.06.2014.**
- **Opening of Part-II (Financial Bid) will be intimated later to technically qualified tenderers after scrutiny of Techno-Commercial part.**

RGIPT, Rae bareli will not be responsible, for submission / delivery of quotation at wrong places.

The Institute insists on the following Terms & Conditions from the vendors in the Tender –

1. The Bidder should attach an **EMD of Rs. 24455.00 (Rupees Twenty Four thousand four hundred fifty five only)**.
2. **RGIPT/ NSIC registered companies will be exempted from EMD amount.**
3. The **Authorization letter from the Principals (Original Manufacturer), where-ever applicable** for the specific above mentioned tender.
4. **Certificates** – The registration number of the firm along with the **CST No. and VAT No.** allotted by the Sales Tax Authorities, **Copy of PAN and Tin No.** also be enclosed with the tender document.
5. **Non-Blacklisting Declaration (on Rs. 100.00 Non-Judicial Stamp Paper)**
6. Bidders must have minimum **05 years experience** in the desired field.
7. **Annual turnover** of the firm **should not be less than Rs. 50.00 Lakh**
8. Bidder should enclose the copies of last three's **Balance Sheet (FY 2010-11, FY 2011-12 and FY 2012-13)** duly authenticated by a Chartered Accountant.
9. OEM should have members participating in International Standard Bodies like **ISO/IEC/EIA/TIA** etc.

Dr. Satish K Sinha
Indenter

Note: The Registered vendors of RGIPT need not to submit the Copy of CST, VAT, PAN, TIN & Registration Certificate again with the Techno-Commercial Bid.

CHECKLIST FOR ELIGIBILITY CRITERIA -

Sl.No.	Pre-Qualification Conditions	Enclosed Yes/No
1.	In case of Manufacturer - Manufacturer Certificate	
2.	In case of Authorized Distributor/Agent -Authorization Letter from Manufacturer in the Prescribed Format (Annexure-II of Tender Document)	
3.	EMD - EMD amount of Rs. 24455.00 through Demand Draft in favour of Rajiv Gandhi Institute of Petroleum Technology payable at Rae bareli	
4.	Experience Certificate - Experience certificate of 5 years in the same business & 02 latest satisfactory installation reports	
5.	Annual Turnover – Minimum Rs. 50.00 lakh, Financial Statements with net profit, duly audited/ certified by Chartered Accountant (CA) of the last three financial years along with the copies of Income Tax Return (ITR)	
6.	Non-Blacklisting Declaration - On Non-Judicial Stamp Paper of Rs. 100.00 duly notarized in the prescribed format (Annexure-III of Tender Document)	
7.	Compliance Sheet & Bill of Material – Must be enclosed with Technical Bid	
8.	Guarantee/ Warranty Declaration Certificate – In the prescribed format (Annexure-IV of Tender Document)	
9.	Acceptance of Terms & Conditions – Signature on each page of tender document	
10.	Acceptance for 10% Performance Security	
11.	Validity of Quotations – For 120 days	
12.	Delivery Period – Within 8 Weeks	
13.	Acceptance for Liquidated Damages	
14.	Quotation with 03 Years Comprehensive on-Site Warranty/Guarantee After Warranty Period – AMC/ CMC for next 2 years must be quoted in the financial bid	
15.	Acceptance for 01 day Training at company cost	

Note: All the details will be given in the tender document.

Signature
Authorized Signatory
With Company Seal

SPECIAL INSTRUCTIONS FOR TWO PART TENDER

1.1 MANNER AND METHOD FOR SUBMISSION OF TENDERS

1.1.1 All tenders in response to this invitation shall be submitted in Three Parts as under in the separate sealed envelopes. On top of the envelopes containing respective part, it will be clearly indicated in bold letters:-

- (i) EMD Draft (**Envelope -One**)
- (ii) Part-I (Techno-Commercial) (**Envelope- Two**)
- (iii) Part-II (Financial) (**Envelope-Three**)

1.1.2 **A. PART-I (TECHNO-COMMERCIAL)** This part of the tender shall include/contain all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

B. PART-II (FINANCIAL) This part should contain only the prices of the stores offered for supply and the charges for the services to be rendered.

1.1.3 **Part-I (Techno-Commercial)** should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar IT Equipment, manufacturing and delivery schedule, inspection/testing procedure itemized list of spares and quantity (without price) recommended by the tenderer for purchase term of price mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the tenderers. The details of Warranty, deliverables, AMC etc. must be included in Techno-Commercial Bid. The tenderer shall take special care **NOT TO MIX UP** the price of the stores in this part of the tender.

1.1.4 **Part-II (Financial)** shall include/contain only price, price break-up, freight/safe delivery charges, charges for training of the Purchaser's engineers wherever applicable, lumpsum charges for erection and commissioning work as is envisaged in the Purchaser's tender document etc. This part of the tender i.e. Part-II (Price) shall be enclosed separately in the sealed envelope.

1.2 TECHNICAL CLARIFICATIONS

1.2.1 After opening the Part-I (Techno-Commercial) of the tender, if it becomes necessary for the technical authorities/user department to seek clarification from the tenderers, the same will be sought for from the tenderers by the Technical authorities/user department, in such an event, the tenderer shall-

- (i) Furnish all technical information/clarification to the concerned technical authority directly in the sealed envelope to reach on or before the due date, and time fixed by the technical authorities in an ordinary envelope indicating the Purchaser's tender reference. If the technical clarification/details sought for by the technical authorities from the tenderers do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection at the discretion of purchaser.
- (ii) Have an option to modify the price based on the technical clarifications or discussion the tenderers had with the user department. In case they wish to make any revision in the price, they should communicate such a revision in price in sealed cover within due date.

1.3 OPENING OF TENDERS

1.3.1 **Part-I (Techno-Commercial)** of the tender will be opened at the first stage on the due date and time indicated for opening in the tender notice. While the **Part-II (Financial)** will be opened at the second stage on the date and time as intimated after scrutiny of **Part-I (Techno- Commercial)**.

1.3.2 While all the tenderers who submit tenders within the due date and time specified for its receipt will be permitted to participate in the opening of **Part-I (Techno-Commercial)** of the tender on the due date and time indicated in the tender inquiry, the opening of the **Part-II (Financial)** of the tender can be attended to only by such of those tenderers whose tenders are found to be technically suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser by email, etc.

1.3.3 The tenders whose **Techno-Commercial Part (Part-I)** are found suitable/acceptable to the Purchaser, will be given advance intimation by the Purchaser to enable such tenderers to depute their representative to participate in the opening of the **Part-II (Financial)** of the tender. The technically unqualified tenderers will neither be given any intimation about the due date and time for opening **Part-II (Financial)** of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**

Note:-

1. **EMD Draft (Envelope-One), Part-I (Techno-Commercial) (Envelope-Two) and Part-II (Financial)(Envelope-Three)** should be submitted in separate sealed covers, super scribed with the Purchasers tender number and the Part number say **EMD Draft (Envelope-One), Part-I (Techno-Commercial) (Envelope-Two) and Part-II (Financial)(Envelope-Three)**.
2. **All the Part envelopes will be sealed in a cover envelope super scribed with the tender number and date and time of submission and opening of tender.**

Tenders not submitted in the manner specified above will be summarily rejected.

INSTRUCTIONS TO TENDERER

Tender should be submitted in two parts, **Part - I (Techno-Commercial Bid) & Part - II (Financial Bid)**.

1. Pre - Qualification Criteria:

- a) Only manufacturer(s) or their sole authorized distributor / agent are eligible to bid. Authorization letter in the prescribed format (**Annexure - II**) from Original Equipment Manufacturer (OEM) in favor of authorized Agent to bid / negotiate/ conclude the order against this tender, must be enclosed with technical bid.
- b) **EMD Amount** - The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 24,455/- (Rupees Twenty four thousand four hundred fifty five only)** which is refundable and by way of demand draft only. The demand draft shall be drawn **in favour of "Rajiv Gandhi Institute of Petroleum Technology" payable at Rae bareli**. The demand draft for Earnest Money Deposit must be enclosed in the separate envelope.
- c) **Experience** - The tenderer should have a minimum 05 (Five) years of experience in the desired business. **At least 02 (two) latest satisfactory installation reports must be enclosed with the technical bid.**
- d) **Annual Turnover** - Annual turnover of the tenderer for each of the last three financial years should not be less than Rs.50.00 lakhs (Rupees Fifty Lakhs). Financial statements with net profit, duly audited / certified by Chartered Accountant (CA) of the last three financial years along with the copies of Income Tax Return (ITR) must be enclosed with the technical bid.
- e) **Non-Blacklisting Declaration** - The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India. An affidavit to that effect on Non-Judicial stamp paper of Rs.100/- duly notarised must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as **Annexure - III**.
- f) **Compliance Sheet & Bill of Material** - Signed & stamped compliance sheet of the technical specification of the UPS with technical printed literature along with Bill of Material (BoM) mentioning all the terms & conditions clearly, must be enclosed with the technical bid.
- g) **Guarantee/ Warranty Declaration Certificate** - Signed & stamped guarantee/ warranty declaration certificate must be enclosed with the technical bid in prescribed format as attached as **Annexure - IV**.
- h) **Acceptance of Terms & Conditions** - The tenderer shall submit the copy of the tender document and addenda thereto, if any, with each page should be signed and stamped to confirm the acceptance of the entire term & conditions of the tender.
- i) The tender of any tenderer, who has not complied with one or more of the conditions of pre-qualification criteria and / or fail to submit the required documents in prescribed format as mentioned / or required / or conditional tender are liable to be summarily rejected.

2. Earnest Money Deposit (EMD):

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 24,455/- (Rupees Twenty four thousand four hundred fifty five only)** which is refundable and by way of demand draft only. The demand draft shall be drawn in favour of "Rajiv Gandhi Institute of Petroleum Technology" payable at Rae Bareilly. The demand draft for Earnest Money Deposit must be enclosed in the separate envelope.

The firm(s) who are registered with the National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI) are exempted to furnishing the EMD. Self-attested photocopy of the valid registration certificate must be enclosed with the technical bid.

The demand draft for earnest money deposit must be enclosed in the separate envelope. Any technical bid is found without the demand draft of earnest money deposit will be rejected. **The Institute will not be liable to pay any interest on such an amount.** The earnest money deposit shall be forfeited, if the tenderer withdraws its bid during the period of tender validity.

The earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of the performance security. Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the order or fails to furnish the required performance security within the time frame as specified by the Institute.

After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days.

3. Validity:

Quoted rates must be valid for a period of 120 days from the date of the closing of the tender. The overall offer for the assignment and tenderer quoted price shall remain unchanged during the period of validity. If the tenderer has quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or changes his offer during the validity period, the tender is liable to be rejected and the earnest money deposited shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

4. Delivery & Installation:

All the goods ordered should be delivered within 08 weeks from the date of the receipt of the purchase order and satisfactory installation/commissioning and handover of the equipment will be completed within 02 weeks from the date of receipt of the material at the Institute premises and it will be ready to use within 10 weeks on faultless working condition from the date of the issue of the purchase order or within such time as may be extended by the Institute.

Satisfactory Installation: Satisfactory installation / commissioning and handing over of the equipment mean the faultless functioning of the equipment for a minimum period of 30 days after satisfactory installation.

Liquidated Damages (LD): If the supplier has fails to perform the satisfactory installation / commissioning of the equipment and / or which is not ready to use within stipulated time then penalty at the rate of 0.5% per week subject to maximum of 10% of the order value will be deducted.

Extension of Delivery & Installation Period: If the supplier has unable to complete the project / order within the stipulated time, for which the supplier is responsible, if it is required to request for the extension of the delivery period, it may be extended with the imposing of the liquidated damages.

In case the supplier has failed to complete the order / project within the stipulated time, Institute reserves the right to cancel the contract / order and performance security / EMD may be forfeited.

5. Guarantee / Warranty:

Tender must be quoted with the Three (03) years comprehensive on-site Warranty / Guarantee and it will commence from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components and tenderer also give the guarantee / warranty declaration in prescribed format as attached with tender as **Annexure – IV**.

After the warranty period is over, Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) upto two years should be stated. The AMC / CMC charges will be included in computing the total cost of the equipment.

In case supplier has failed to repair /or rectify the equipment during the warranty/ guarantee / AMC period, Institute may employ or pay other person for the repairing of the equipment, all the such damages, loss and expenses shall be recoverable from the supplier.

Downtime: During the warranty period not more than 5% downtime will be permissible. For downtime exceeding 1%, penalty equal to 1/365 of the 5% of the order value per day may be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.

6. Training of Personnel:

The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of a one day at the company cost.

7. Tender Preparation Expenses:

All costs incurred by the tenderer in the preparation of the tender, presentation and of negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Institute.

8. Financial Bid:

The rates should be quoted in Indian Rupees (INR) inclusive of the essential charges on F.O.R, Rae bareli at destination site basis in the prescribe format (**Annexure–VI**) with complete description. Name of the manufacturer, model number must be indicated clearly in the proforma invoice / quotation failing which the same shall be liable for rejection.

Where the equipment is composed of several subunits / component, the rate should be quoted for each subunit / component separately otherwise quotation is liable to be rejected. The Institute reserves the right to increase or decrease the number of subunits / components and number of equipment according to its requirements. The words “Not Quoting” should be clearly written against any item of equipment for which the tenderer is not quoting. **The AMC / CMC rates are to be quoted separately in the financial bid.**

Institute is registered with DSIR, Govt. of India (Custom Duty Notification No. 51/96- Custom dt: 23 July, 1996 and Central Excise Duty Notification No. 10/97- Central Excise dt: 1 March, 1997) and is therefore, exempted from Excise Duty and partial exempted from Custom Duty. Exemption Certificate of the same shall be issued.

NB: If any of the conditions mentioned in the tender enquiry document are alter / changed/ modified / add any new condition, which are not compliance with tender enquiry document, by tenderer in their proposal, which may be treated as unresponsive and it may be rejected.

9. Tender Evaluation:

The Institute will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these are compliance in all respects, as specified in the tender enquiry document.

During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not compliance with tender enquiry document, Institute may seek the clarification within the specified target time and if the tenderer has fails to reply / or not agree / accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of the Institute, order may be awarded accordingly.

Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation): Technical evaluation of the proposals shall be done in two stages as:

Sub-Stage – A (Essential pre-qualification criteria):

Institute will examine all the bid(s) to determine whether they qualify the essential pre-qualification criteria, whether tenderer has submitted the EMD with technical bid, whether all the documents as mentioned / or required in the tender to be submitted with technical bid, has submitted, whether all the documents are in prescribed format and has been properly signed & stamped and whether the bid are completed and generally in order.

Tender(s) who will not qualify Sub-Stage–A or conditional tender are to be treated as unresponsive and it may be rejected.

Sub-Stage – B (Technical Specification):

The Institute will examine the detailed technical specification of the quoted model, whether these are complying with the specification as mentioned in tender document.

The tender which are not compliance with the tender specifications will be summarily rejected.

After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub– Stage – A & B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s

to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

(b) Stage - II (Financial Evaluation): Financial bid(s) of the only technically qualified tenderer(s) will be opened for financial evaluation.

The financial bid(s) will be evaluated on the basis of the total cost as quoted.

If there is discrepancy between the unit price and total price (which is obtained by the multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly and same is to be conveyed to the tenderer with specified target time, if the tenderer does not agree with the observation of the Institute, the tender is liable to be ignored.

10. Award of Contract:

After due evaluation of the financial bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer (hereinafter referred to as the "Supplier").

11. Performance Security:

After the award of work, the supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format **(Annexure-V)** issued by any Nationalized Bank / or Fixed Deposit Receipt, for an amount equal to the 10% of order value and it will be kept valid for a period of 60 days beyond the date of completion of warranty period.

On expiry of the warranty period the supplier will have to submit the fresh performance security for AMC/CMC period, if the Institute goes for maintenance contract. The fresh performance security to cover the service contract shall be submitted at least one month before the expiry of previous performance security and it shall be 5% of the order value and it will be valid for period of maintenance contract period plus 60 days. Performance security will be returned after completion all the contractual obligations.

12. Payment Term:

- I. 80% payment of the total order value shall be released against receipt of the materials at the Institute premises on the submission inspection report by the supplier duly certified by the Indenter.
- II. Balance 10% shall be released after the successful installation / commissioning of the ordered goods against the submission of the test report by the Technical Committee.
- III. Balance 10% of the order value shall be released after the submission of the performance security.

13. Site Preparation:

The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site whether the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre- installation requirements.

14. Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

15. Arbitration and Laws:

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur only. The resolution of the Arbitrator shall be final and binding on both the parties.

16. Jurisdiction:

The courts at Rae bareli, Uttar Pradesh alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Rae bareli court shall have jurisdiction in the matter.

Sd/-
Stores & Purchase Officer

ANNEXURE - I

S. No.	Parameters	Specifications	Compliance (Yes / No)
1	Brand & Country Origin	Vendor to specify	
2	Model No.	Vendor to specify	
3	Technology	Intelligent PWM UPS with Built In Isolation Transformer	
4	Latest Design	Pulse Width Modulation	
5	Switching Frequency	High Frequency	
6	Input Voltage	360 V - 480 V AC(Adj),(3P+N), Three phase with neutral & Earth	
7	DC BUS Voltage	360VDC	
8	Input Frequency	45 to 55 Hz(Adjustable)	
9	Output Voltage	415v(Adjustable) +/- 1.0 %, (3P+N), Three Phase with neutral & Earth	
10	Frequency	50 Hz + 0.1 % (Crystal Controlled)	
11	Ratings	15KVA(12000W)	
12	Load Power Factor	0.8 on resistive load	
13	Transient Response	For 100 % step load change output stays within + 5% and recovers within 1/2 cycle	
14	Wave Form	Pure Sine Wave	
15	Distortion	< 5% on Linear Load	
16	Overload Rating	100 % Continuous 125% for 01 min.	
17	Operating Temperature	0 to 50° C, 95% R.H. (Maximum)	
18	Inverter Efficiency	Better than 90%	
19	Genset Compatibility	UPS System is fully Compatible to Genset	
20	Protections	Output Over-Voltage Output Overload. Output Short Circuit Battery Under-Voltage Battery over charge even in case of charger circuit/ rectifier failure	
21	Indications	MAINS / BATTERY / INV ON / LO BAT / OVERLOAD	
22	Alarms	Audible built in buzzer to operate on fault conditions.	
23	Isolation	BUILT IN ISOLATION TRANSFORMER AT OUTPUT SIDE (BHURJI MAKE)	
24	FILTER	BUILT IN EMI /RFI FILTER (ALCOM MAKE)	
25	Battery Charger	Charger is designed on Boost/Trickle (CCCV) principle.	
26	Crest Factor	3:1	
27	Certifications	ISO 9001, 14001, 18001 OHSAS certified	
28	PRODUCT CERTIFICATION	62040-1, 62040-2, 62040-3 certified UPS	

29	BATTERIES	12v*75Ah*30nos Smf Batteries for 1hr backup, Make :Exide/quanta/Luminous	
30	Delivery / Installation period		
	Delivery period in calendar days from the date of LOI for the ordered equipment to reach site.	Vendor to specify (early delivery desired)	
	Time required for Installation, Commissioning and Load Testing and to make the UPS fully operational after delivery at site.	Vendor to specify	

Additional Conditions:

1. **Warranty:** The UPS System must carry **on-site comprehensive warranty** for **Three years** from the date of taking over of the equipment after the acceptance tests. Warranty period will stand extended for a period of total downtime of the UPS System.

Service must be available for 24X7 in case of any emergency.
2. **AMC:** Vendor should quote Optional comprehensive AMC for two years after warranty.

Annexure - II

FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)

Ref. No.

Date:

To,
The Director
Rajiv Gandhi Institute of Petroleum Technology
Ratapur Chowk
Rae bareli - 229316 (Uttar Pradesh)

Sub. : Authorization Letter.

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory at _____, hereby authorize M/s. (name & address of Indian distributor / agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We ensure that we would also support / facilitate the M/s _____ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

Yours faithfully,

[Name & Signature]

for and on behalf of M/s. _____ [Name of manufacturer]

Annexure - III

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non-judicial Stamp paper by the bidder)

I / We _____ Manufacture/ Partner(s) / Authorized Distributor/agent of M/s _____ hereby declare that the firm / company namely M/s. has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s) / Authorized Distributor / agent of M/s. _____ hereby declare that the Firm/ company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm / company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected/cancelled by Director, RGIPT Rae bareli, Uttar Pradesh, and EMD / Performance Security shall be forfeited.

In addition to the above Director, RGIPT Rae bareli, Uttar Pradesh will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

Annexure – IV

CERTIFICATE OF GUARANTEE/WARRANTY (on letter head)

I / We certify that the guarantee / warranty shall be given for a period of Three (03) years starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract. During the guarantee / warranty period, I / we shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of handing over of the equipment. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user / your organization.

During the warranty period, we shall provide at least **3 preventive maintenance visits per year**.

Uptime Guarantee: During the guarantee/ warranty period, we will be responsible to maintain the equipment including all the accessories in the satisfactory faultless working conditions for a period 347 days (i.e. 95% uptime) in a block of 365 days.

- All complaints will be attended by us within 4 working days of receipt of the complaint in our office.
- In case there is delay of more than 4 days in attending the complaint from our side then the Institute can count the number of days in excess of the permissible response time in the downtime. The above said response time of 4 days for attending to a complaint by us will not be counted in the downtime.
- **Penalty:** We shall pay a penalty equivalent to 0.5 % of the order value of the equipment for every week or part thereof delay in rectifying the defect.

No deduction or advantage of any kind on account of Sundays, half days or Public / Govt. holidays observed by the Institute shall be allowed from the total down time permissible as defined above. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of the Institute.

I / We shall try to repair the equipment at Institute premises. However, in case it is not possible to repair the equipment at Institute premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the Institute after repair. If any loss of equipment occurred during our custody, we will restore it / compensate to Institute for such losses.

I / We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the Institute reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs / maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of the Performance Bank Guarantee, the same shall be recoverable from us with / without interest in accordance with the circumstances.

I / We undertake to perform calibration after every major repair / breakdown / taking the equipment out for repair from the Institute premises.

I / We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I / We guarantee to the effect that before going out of production of the spare parts, we will give the adequate advance notice to Institute so that Institute may undertake to procure the balance of the life time requirements of the spare parts.

Authorized signatory of the company with
seal

Annexure-V

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Director
Rajiv Gandhi Institute of Petroleum Technology
Ratapur Chowk
Rae bareli – 229316 (Uttar Pradesh)

WHEREAS..... (Name and address of the Supplier)
(hereinafter called “the Supplier”) has undertaken, in pursuance of contract no.....
dated (hereinafter called “the contract”) to supply
.....

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled nationalized bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content

that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the day of, 20.....

.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Annexure - VI

Format for Financial Bid

(To be submitted on the letterhead of the company / firm)

Ref. No.

Dated:

S. No.	Description	Qty.	Unit Rate in INR	Amount in INR
1.	Basic cost of the equipment			
2.	Transportation Charges upto RGIPT, Rae bareli			
3.	Other charges (if any, specify in brief)			
4.	VAT / CST (As applicable)			
Total Cost (F.O.R Rae bareli)				
5.	AMC / CMC charges (After warranty)			

1. I/We have gone through the entire terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the company with seal